

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED POLICE & SECURITY OFFICERS
OF AMERICA (USPOA)

Respondent,

and

DANYETA JONES

and

FIDELIS NJINKENG

Charging Parties

Case 05-CB-112215

RESPONDENT'S RESPONSE TO ORDER TO SHOW CAUSE

Respondent, by and through its Counsel, submits the following as its response to the Board's August 18, 2014 Notice to Show Cause as to why Respondent should not be adjudicated as having defaulted under the terms of the Settlement Agreement of March 5, 2014 for the Board's consideration.

1. The terms of the Settlement Agreement entered between the Parties and approved by the Acting Regional Director, Region 5 is attached hereto as Exhibit A. The Settlement Agreement is attached specifically because the terms of compliance, as enumerated by Compliance Officer Heather Keough, vary slightly from the terms of the Settlement Agreement. The Settlement Agreement controls.

2. The Settlement Agreement required signing and posting of notices. Exhibit A. The Respondent received notices sent from the Region, signed the notices and posted the same for 60 days, as required. The Region acknowledged receipt of the signed notices and the certificate regarding posting of the same on April 14, 2014. Exhibit B. Accordingly, Respondent satisfied this element of the Settlement Agreement.

3. The Respondent sent labels to the Region for mailing of the notices pursuant to the Settlement Agreement in April 2014 and upon information and belief, the Region issued the notices by mail. Respondent satisfied this element of the Settlement Agreement.

4. Respondent was not clear regarding the email requirement, confusing the Notice of Settlement with the Beck Notice and did not send the Notice of Settlement by email.

5. Attachment A of the Settlement Agreement required Respondent to send records of payroll deductions reflecting dues payments or records reflecting dues payments on or before March 17, 2014. Exhibit A to Settlement Agreement Section 1 and 4). The Respondent provided those records on March 5, 2014. Exhibit C. Respondent satisfied this element of the Settlement Agreement.

6. Attachment A of the Settlement Agreement required Respondent to provide a Beck Notice to the Charging Parties and all Bargaining Unit members. Exhibit A to Settlement Agreement Section 2 and 6. The Agreement, however, required that Respondent submit a copy of the Beck Notice to the Region prior to sending the same to the members. Exhibit A Settlement Agreement Section 3.

7. The Respondent submitted to the Region a copy of the Beck Notice and correspondence to members who paid dues for the first time after February 28, 2013 appraising such members of their rights under the settlement on March 17, 2014. Exhibit D. Respondent satisfied this element of the Settlement Agreement.

8. The Respondent assumed from the language of the Settlement Agreement that the Region would approve the notice and correspondence prior to its issuance. In fact, Respondent's counsel checked with the Region to determine if there were comments on March 24, 2014. Exhibit E. The Region did not indicate that the Notice was acceptable/unacceptable. The

Region did not communicate its expectation that the Beck Notice and correspondence be issued absent its “approval” until its much later communications with Respondent regarding potential default.

9. Once it became clear that the Region did not intend to make comments and that the Beck Notice and additional correspondence should have been sent in the absence thereof, the Respondent issued the Beck Notice by mail on July 23, 2014. Respondent satisfied this element of the Settlement Agreement, albeit later than apparently intended by the Region.

10. To date, only one member has indicated a desire to become a Beck objector. That correspondence was only recently received (dated August 20, 2014) and will be processed pursuant to the requirements of the Settlement Agreement. See Exhibit G. Any additional correspondence received in the 60-day period will be processed pursuant to the Settlement Agreement.

11. The Settlement Agreement requires reimbursement of retroactive payments to Ronald McMillian and Danyeta Jones. There has been confusion as to whether Ronald McMillian or the Charging Party, Fidelis Njinkeng are entitled to reimbursement under the settlement agreement. Accordingly, the Respondent reimbursed the charging party and is searching for records to conclusively prove Ronald McMillian is entitled to reimbursement. Exhibit H.

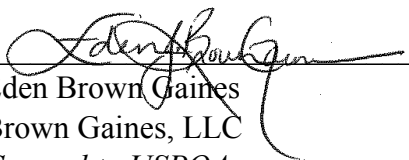
12. The Respondent has one full-time employee and no administrative staff. Given the numerous responsibilities of the full-time employee and the fact that the Region often communicated directly with Respondent’s counsel (who was not assigned responsibility for compliance with the settlement), rather than Respondent as agreed, there was lag time in accomplishing the tasks under the Agreement. As also discussed, the language of the Settlement

Agreement suggested that approval from the Region was required prior to issuance of the Beck Notice and communication with employees regarding repayment of the difference between regular and core dues.

13. The only item, pursuant to the Settlement Agreement (rather than Ms. Keough's compliance document) which remains unaccomplished is the electronic Notice of the Settlement. Given that notice was accomplished both by mail and via posting, the oversight appears harmless. Nevertheless, the Respondent is willing to issue the Notice by email.

For the reasons indicated herein, the Respondent should not be found in default of the March 5, 2014 Settlement Agreement and instead, the Board should determine substantial compliance. Respondent will complete compliance with respect to Beck objections within the timelines required by the Agreement.

Respectfully submitted this 4th day of September, 2014.

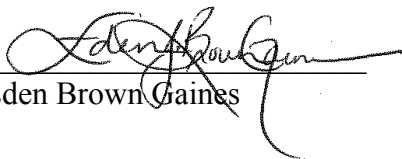

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CERTIFICATE OF SERVICE

I certify that on this 4th day of September 2014, the foregoing Answer to Consolidated Complaint was served via electronic mail and first class postage prepaid U.S. mail upon the following:

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Eden Brown Gaines